

ACCEPTANCE OF TERMS AND CONDITIONS: These Terms and Conditions of Sale and Delivery (“Agreement”) govern all sales and deliveries by Tommy Mitchell LLC (“Tommy Mitchell” or “we”) to the customer (“Buyer” or “you”). All other terms and conditions, including, without limitation, those terms and conditions contained in any purchase order(s) which are different from, in addition to, conflict with, or that vary the terms hereof are hereby rejected and shall not be binding on Tommy Mitchell unless specifically accepted in writing. Acceptance of Buyer’s order is conditioned upon Buyer’s acceptance of the terms contained herein.

PAYMENT: For all customers, we require a 50% non refundable deposit. The balance, plus taxes and shipping costs, will be due prior to shipment. For all new retail customers, we require a \$2,000 minimum initial order. There is no minimum for subsequent orders. All prices are exclusive of any present or future sales, revenue or excise tax, value added tax, turnover tax, import duty (including brokerage fees) or other tax applicable to the sale of any product. Such taxes, when applicable, shall be paid by Buyer unless Buyer provides a proper tax exemption certificate.

RIGHT TO CANCEL: To cancel this Agreement you must notify us in writing within 30 days of signing. Deposits will not be returned but may be applied to future orders (net of any actual costs related to the cancellation) at Tommy Mitchell’s sole discretion. For orders canceled after 30 days, no credit will be given. Custom orders cannot be canceled. We reserve the right to cancel orders or terminate relationships in our sole discretion, at which point your deposit will be returned within thirty (30) days.

SHIPPING: Risk of loss and damage shall pass to Buyer when products are delivered to carrier. Shipping charges will be added to your invoice prior to shipping. You should inspect all items for damage prior to signing. Signature of receipt by your agent or employee constitutes full acceptance of all packages stated on the bill of lading or electronic clipboard in undamaged condition. You are responsible for all shipping and return charges for any shipment that is refused as well as forfeiture of your deposit. We shall not be liable for delay in shipment for any cause, nor shall any delay entitle you to cancel any order after it has shipped or refuse delivery. You agree that the shipping address on the reverse side or otherwise provided to Tommy Mitchell in writing is a valid shipping address for your retail business. For Designers, we can direct ship to your customers, in which case, acceptance of packages by your customer will be considered acceptance by you. Delivery may occur in multiple lots depending upon availability of the products constituting an order. Our standard shipping rate will be the same regardless of multiple shipments.

LIMITED WARRANTY: We ship items that conform to the samples we display at wholesale trade shows and on our website; however, variations are a normal part of the production process. Our products will be free from defects in material and workmanship that materially impair the use of the product. You agree (a) to fully examine goods upon delivery, (b) to save all packaging materials with respect to damaged or defective goods, and (c) to contact us and (d) to provide a photograph showing the damage or defect within five (5) business days of delivery. We will, at our option, repair or replace the item, or provide you a credit. If damaged item(s) are to be replaced or credited, the items must be returned prior to shipment of a replacement or authorization of credit. For all returned products, only use the shipping documents provided by Tommy Mitchell. Shipping reimbursement will not be made for use of non-authorized shipments. All returns must be properly packaged with original packaging (unless otherwise instructed), clearly labeled with correct RA# and scheduled for pickup within five (5) business days of receipt of shipping documents.

This is our only limited warranty or liability. Our limited warranty does not cover: (a) normal wear and tear, (b) product variations, (c) defects or damage occurring due to, or following, product modification (d) damage caused by shipping/transit and (e) damage caused by misuse, abuse, or negligent treatment of merchandise. Our limited warranty is void if repairs or modifications have been attempted by any person without our consent. Our limited warranty is limited to the original wholesale purchaser. In no event shall we be liable for incidental or consequential damages in connection with the purchase or use of any merchandise. This limited warranty provides your exclusive remedy for any defective product.

THE FOREGOING LIMITED WARRANTY IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY AFFIRMATION OF ANY FACT OR REPRESENTATION WHICH EXTENDS BEYOND THE LIMITED WARRANTY SET FORTH ABOVE AND ANY SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.

CARRIER DAMAGES: Claims for damage to products that do not arise from defects in material or workmanship are the responsibility of the carrier. If the shipment arrives with visible exterior damage (crushed box, broken crate, moisture, etc) note the damage in writing on the carrier's delivery receipt before you sign for the shipment and release the delivery driver. A claim for shipping damages will not be accepted by Tommy Mitchell unless the damages are noted on the carrier's delivery receipt. Within five (5) business days of receipt, you must (a) unpack and thoroughly inspect shipment for damaged items, (b) **SAVE ALL PACKAGING UNTIL CLAIM IS RESOLVED** and (c) email aisha@tommy Mitchell company.com or call 919-732-8664 to report damaged items and to receive a return authorization number (RA#). We will, at our option, repair or replace the item, or provide you a credit. If damaged item(s) are to be replaced or credited, the items must be returned prior to shipment of a replacement or authorization of credit. For all returned products, only use the shipping documents provided by Tommy Mitchell. Shipping reimbursement will not be made for use of non-authorized shipments. All returns must be properly packaged with original packaging (unless otherwise instructed), clearly labeled with correct RA# and scheduled for pickup within five (5) business days of receipt of shipping documents.

RETURNS: It is within our sole discretion as to whether to accept returns of merchandise. Items returned without our prior authorization will be refused. Returned items must be in their original condition and packaging, and you shall prepay and be liable for all charges in connection with the shipping of returned goods, including insurance. The 50% non refundable deposit will be kept on all returns of merchandise that is not defective.

INTELLECTUAL PROPERTY RIGHTS: All information concerning Tommy Mitchell products, including photos, sales materials or product design is subject to trademark, service mark, trade dress, copyright and other intellectual property rights held by Tommy Mitchell and may not be used in any way without our written consent.

WAIVER: Any waiver by Tommy Mitchell of, or delay in enforcing, a breach by Buyer of any provision of this Agreement shall not be deemed a waiver of future compliance with any of the provisions of this Agreement.

CONTROLLING LAW/JURISDICTION: The laws of the State of North Carolina shall govern the validity and interpretation of this Agreement. You hereby submit to the jurisdiction of any state or federal court located in Hillsborough, North Carolina, for the purpose of any suit, action or other proceeding arising out of any of the obligations under this Agreement. Any and all costs and fees, including attorneys' fees, shall be reimbursed to the prevailing party by the other party upon demand by the prevailing party. Except in the case of nonpayment, neither party may institute any action in any form arising out of this Agreement after the earlier of (i) the expiration of one (1) year following the date of sale of the merchandise, or (ii) the expiration of the statute of limitations applicable to such action. Tommy Mitchell's rights and remedies under this Agreement are cumulative, are in addition to, and do not limit or prejudice any other right or remedy available at law or in equity.

MISCELLANEOUS: Should any provision of this Agreement be determined to be illegal, invalid or unenforceable, the remaining provisions shall not be affected by the illegal, invalid or unenforceable provision and the parties shall undertake to renegotiate, modify, amend or delete the said illegal, invalid or unenforceable provision in order to give the fullest effect to the terms of this Agreement. Tommy Mitchell makes every effort to ensure the accuracy of pricing and product information, but in the event of an inaccuracy, Tommy Mitchell shall have the right to cancel any orders placed for products listed at an incorrect price or containing other incorrect information. All prices and items are subject to change without notice.

MODIFICATION: This Agreement constitutes the entire agreement of the parties with respect to the terms and conditions of sale and delivery. No modification of this Agreement shall be binding upon the parties unless in writing and signed by an authorized agent of Tommy Mitchell and of Buyer. This Agreement shall be deemed to be an offer by Tommy Mitchell in accordance with the terms and conditions hereof.